

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

MEDIA DEVELOPMENT EQUITY FUND, A NEW  
YORK LIMITED LIABILITY COMPANY,

Plaintiff,

- against -

NOVI LIST D.D., A JOINT STOCK COMPANY  
ORGANIZED UNDER THE LAWS OF THE  
REPUBLIC OF CROATIA

Defendant.

07 Civ. 3624 (PKL)

**DECLARATION  
OF  
GORAN DRENJAK**

Ja, **GORAN DRENJAK**, ovime izjavljujem pod prijetnjom kaznene odgovornosti kako slijedi:

1. Zaposlen sam u Novom listu d.d. ("Novi list") i radim kao novinar i urednik više od 30 godina. Trenutno sam urednik nedjeljnog izdanja Novog lista. Dioničar sam Novog lista od kada je društvo privatizirano 1993., prvotno sam bio dioničar Novog lista, a sada sam udjelničar Riječkog lista d.o.o. koji je većinski vlasnik Novog lista.

2. Radio sam za Novi list u vrijeme kada je gospodin Borčić donio odluku o sklapanju ugovora u vezi Metro Expressa, dnevnih novinama koje se besplatno distribuiraju u cijeloj Republici Hrvatskoj, pa tako i u gradu Rijeci i okolnom području Primorsko-goranske županije gdje se distribuira i Novi list.

3. Metro Express izdaje tržišni takmac Novog lista Europapress Holding ("EPH").

4. Metro Express smatra se novinom koja nije na razini kvalitete dnevnih novina koje se izdaju u Republici Hrvatskoj, a u koje spada Novi list.

5. Odluka gospodina Borčića da objavljuje nekoliko članaka Novog lista dnevno u Metro Expressu nije bila dobro prihvaćena od strane nekoliko novinara Novog Lista u Rijeci i Zagrebu gdje imamo brojno dopisništvo. Štoviše, bili smo dijelom razočarani i dijelom zabrinuti kada smo vidjeli da se naši članci objavljuju u novinama tako upitne stručne novinarske kvalitete. Uz to angažiran je bio i naš urednik za odabir tekstova, a u Novi list je instalirana posebna veza i kompjuterski program EPH kako bi se ta suradnja ostvarila.

6. Urednici Novog lista se sastaju svakodnevno, a novinari jednom tjedno zajedno sa urednicima kako bi raspravili tekuća pitanja u vezi uređivanje novina. Ja prisustvujem sastanku tri puta tjedno, ponedjeljkom, petkom i subotom. Ugovor između Novog lista i EPH u vezi tiskanja Metro Expressa bio je predmet rasprave na tim sastancima. Na ne samo jednom takvom sastanku sam izrazio nezadovoljstvo s Odlukom da sklopi ugovor sa EPH u vezi Metro Expressa. Nekolicina ostalih mojih kolega također nisu bili sretni s tom suradnjom upozoravajući na ozbiljnost pristanka objave članaka Novog lista u konkurentskim novinama. Mi smo izjavili da se list mora dobro razmisliti prije nego sklopi takav ugovor. Usprkos našoj zabrinutosti, za vrijeme dok je gospodin Borčić bio predsjednik Uprave ništa se nije učinilo kako bi se situacija promijenila. Gospodin Butorac je otkazao ugovor ranije ove godine.

7. Kao novinar, nemam direktan kontakt s Upravom. Redovno kontaktiram s gospodinom Goranom Kukićem, glavnim urednikom Novog lista. Gospodin Kukić je bio glavni urednik za vrijeme mandata gospodina Borčića te je i dalje glavni urednik za

vrijeme mandata gospodina Butorca. Niti ja niti velika većina mojih kolega nemamo problema s gospodinom Manceom.

8. Što se tiče veze Novog lista s MDEF-om, ja bih se protivio raskidu Opcijskog ugovora jer bi raskid dao MDEF-u nepravedan i nezaslužan udio u novinama koje su stvorili novinari Novog lista i za koje MDEF nije učinio ništa za što nije bio plaćen. Ne razumijem želju MDEF-a da naštetiti Novom listu koji je njegov poslovni partner i s kojim ima višegodišnju suradnju.

Sukladno članku 28 U.S.C. § 1746, izjavljujem pod kaznenom odgovornošću prema zakonu Sjedinjenih Američkih Država, da je gore izjavljeno istinito i točno.

U Zagrebu, Hrvatska,

10. listopada 2007.



GORAN DRENJAK



CERTIFIED TRANSLATION FROM CROATIAN LANGUAGE

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**07 Civ. 3624 (PKL)**

**DECLARATION  
OF  
GORAN DRENJAK**

I, **GORAN DRENJAK**, hereby declare under penalty of perjury as follows:

1. I am employed by Novi list as a journalist and editor and have been so employed for more than 30 years. At present, I am the editor of the Sunday edition of Novi list. I have been a shareholder of Novi list since it was privatized in 1993, initially as a direct shareholder of Novi list and currently as a shareholder of Riječki list d.o.o., Novi List's majority shareholder.

2. I was working with Novi list at the time that Mr. Borčić made the decision to enter into an agreement with Metro Express, a daily newspaper that is distributed free of charge in the whole territory of Croatia, including the city of Rijeka and the surrounding district Primorsko-goranska where Novi list is also distributed.

3. Metro Express is published by Novi list competitor European Press Holdings ("EPH").

4. Metro Express is considered to be a newspaper that is not up to the level of quality of other daily newspapers published in Croatia like Novi list.

CERTIFIED TRANSLATION FROM CROATIAN LANGUAGE

5. Mr. Borčić's decision to publish several Novi list articles per day in Metro Express was not well received by several of Novi list's journalists in Rijeka and Zagreb where we have a major correspondence office. Our reaction was a mix of embarrassment and worry at seeing our articles published in a newspaper of such dubious journalistic quality. Additionally, our editor was engaged for the text editing and also a special IT link and PC program of EPH were installed in order to establish the cooperation regarding the Metro Express.

6. Novi lists's editors meet on daily basis and its journalists meet once per week together with the editors in order to discuss current editing issues. I attend these meetings usually three times per week, Mondays, Fridays and Saturdays. The publishing agreement between Novi List and EPH concerning Metro Express was brought up during these meetings. On more than one occasion during these meetings I expressed my dissatisfaction with the Management Board's decision to enter into the Metro Express agreement with EPH. Several of my colleagues were also unhappy with the arrangement, warning of the seriousness of agreeing to publish in Novi list articles in a competing publisher's newspaper. We stated that the paper should have thought long and hard before entering into such an agreement. Despite our concerns, during the time Mr. Borčić was CEO, nothing was done to remedy the situation. Mr. Butorac terminated the contract earlier this year.

7. As a journalist, I do not deal directly with the management board. My interaction is with Mr. Goran Kukić, Novi list's editor-in-chief. Mr. Kukić was the editor-in-chief under Mr. Borčić and remains the editor-in-chief under Mr. Butorac. Neither I nor the large majority of my colleagues have any problems with Mr. Mance.

CERTIFIED TRANSLATION FROM CROATIAN LANGUAGE

8. As regards Novi list's relationship with MDEF, I would be opposed to the termination of the Option Agreement because it would be giving MDEF an unfair and underserved stake in the newspaper that Novi list's journalists built and for which MDEF has done nothing for which is has not been repaid. I do not understand MDEF's desire to harm Novi List, which is its business partner and with which it has been cooperating for many years.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Executed on October 10, 2007  
Zagreb, Croatia

(signature illegible)  
**GORAN DRENJAK**

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No.115/07

I, Katica Vujević-Jolić sworn court interpreter for English and German language, reappointed by the decision No. 4Su-297/07 of 8 March 2007 of the President of the County Court of the City of Zagreb, hereby certify that the above translation fully complies with the Croatian original.  
10.10.2007

*Katica Vujević-Jolić*

